

**AGREEMENT**

**between**

**County of Middlesex**

**and**

**Middlesex County Superior Sheriff's Officers Association**

**2000, 2001, 2002, 2003, 2004**

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THIS AGREEMENT made the *6<sup>th</sup>* day of *June, 2002* between the County of Middlesex, a Municipal Corporation by its Board of Chosen Freeholders (hereinafter known as the Employer), and the Middlesex County Superior Sheriff's Officers Association (hereinafter known as the Association), and the Sheriff of Middlesex County (hereinafter known as the Sheriff);

WHEREAS, the Association has been selected as the bargaining agent by the employees, hereinafter to be defined in accordance with Chapter 303 of the Laws of 1968, and said Association has been recognized as such by the Employer and by the Sheriff; and

WHEREAS, said Association has been in negotiations with the Employer and Sheriff pursuant to Chapter 303 of the Laws of 1968, and as a result of the negotiations carried on pursuant to Law;

NOW, THEREFORE, subject to Law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants, and agreements contained herein, do hereby establish the following terms and conditions which shall govern the activities of the parties and all affected employees.

**1. RECOGNITION**

The Association is hereby designated as the bargaining agent for all employees employed by the County of Middlesex in the Sheriff's Office in Transportation, Courts, Identification, Investigations, Communications, Process, and the Administrative Divisions in the following job titles:

Sheriff's Officer Sergeant

Sheriff's Officer Lieutenant

Sheriff's Officer Captain

Director of Narcotics

Chief Warrant Officer

Chief Sheriff's Officer

**A. Maintenance of Work Benefits**

This agreement shall not be construed to deprive any employee of any previously granted benefit, right, privilege or protection granted by the laws of the State of New Jersey, Resolutions, Ordinances or Promulgations of the County of Middlesex, Rules and Regulations of any State agency, Title 4A inclusive, or any applicable provision of the United States Constitution, or the Federal Fair Labor Standards Act of 1985.

## **2. ASSOCIATION REPRESENTATIVES**

The Association shall have the right to designate such members of the Association as it deems necessary as Association Representatives and they shall not be discriminated against due to their legitimate Association activities.

During collective negotiations, the authorized representatives of the Association shall be excused from normal duties in order to participate in the collective negotiations and shall receive all benefits granted under this Agreement while they are in attendance at all collective negotiating sessions.

Regular, Special or Emergency Meetings: The Superior Officer's Representative or his designee shall have their work schedule adjusted so as not to conflict with any regular, special or emergency meetings provided reasonable notice is given to the Employer.

The elected Chairman of the Association or his designee shall be granted a leave of absence with pay for a period not to exceed five (5) days to attend the annual Policeman's Benevolent Association Convention. An additional day's leave of absence with pay shall be granted for travel time to return from the convention.

A certificate of attendance to the Convention shall, upon request, be submitted by the representatives so attending to the Sheriff or his duly designated representative.

**3. MAINTENANCE AND MODIFICATION OF WORK RULES**

All conditions of employment relating to wages, hours of work, and general working conditions contained in the General Orders, Promulgations, and Rules and Regulations of the Office of the Sheriff, which are currently in effect, shall be maintained for the life of this Agreement.

Proposed new rules or modifications of existing rules affecting working conditions as set forth above and otherwise, which are not exclusively within the discretion of management, shall be negotiated with the Association prior to implementation.

**4. RETENTION OF CIVIL RIGHTS**

All employees covered by this Agreement shall retain all rights as set forth within the Constitution of the State of New Jersey and the Constitution of the United States.



**5. WAGES, HOURS OF WORK, PAY PERIOD**

**A.** Effective January 1, 2000 all eligible employees will receive a negotiated increase of three point five percent (3.5%) retroactive to January 1, 2000 over their previous December 31, 1999 base salaries.

Effective January 1, 2001 all eligible employees will receive a negotiated increase of three point seven five percent (3.75%) retroactive to January 1, 2001 over their previous December 31, 2000 base salaries.

Effective January 1, 2002 all eligible employees will receive a negotiated increase of four point seven five percent (4.75%) over their previous December 31, 2001 base salaries.

Effective January 1, 2003 all eligible employees will receive a negotiated increase of four point seven five percent (4.75%) over their previous December 31, 2002 base salaries.

Effective January 1, 2004 all eligible employees will receive a negotiated increase of four point seven five percent (4.75%) over their previous December 31, 2003 base salaries.

**B.** The pay scale as negotiated pursuant to this contract will be found in Appendix "A" annexed. Further, there shall be a rank differential of fifteen percent (15%) between the ranks of Sheriff's Sergeant and Sheriff's Lieutenant, Sheriff's Lieutenant and Sheriff's Captain for the life of this agreement. The rank differential of fifteen percent (15%) between the ranks of Senior Superiors will be based on the 1.5 % senior step.

**C.** Employees employed prior to the execution of the contract and currently not on the payroll at the execution date of this Agreement will not be included in the wage increase, with the exception of retirees and deceased employees, in which case payment will be made to his/her estate.

It is further understood and agreed that employees being carried on approved leaves of absence shall receive the wage increases provided for in accordance with this article upon their return to work.

**D.** It is understood when a Superior is promoted in rank, he/she will receive the compensation attributable to that higher rank as contained herein.

**E. Superior Senior Step**

Superiors who have 20 plus years of service with the County of Middlesex shall receive a superior senior step of 1.5 % over their base salary. Employees hired after September 6, 2001 are required to have 20 plus years of service with the Middlesex County Sheriff's Department to receive the Superior Senior Step.

**F. HOURS OF WORK**

The first shift shall be defined to mean between the hours of 11:00 pm to 9:00 am, or any reasonable variation thereof

The second shift shall be defined to mean between the hours of 7:00 am to 5:00 pm or any reasonable variation thereof

The third shift shall be defined to mean between the hours of 2:00 pm to 1:00 am or any reasonable variation thereof

Superior Officers work day shall be constituted and subject to working within the designated time frames stated, with an unpaid one-half (1/2) hour lunch period, Sunday through Saturday.

Any time worked beyond the seven and one-half (7 ½ ) consecutive hours shall be paid at the rate of time and one half (1 ½). Any time worked in excess of thirty-seven and one-half (37 ½) hours shall be paid at the rate of time and one-half (1 ½)

In case of emergency, the Sheriff shall have the authority to fluctuate the hours one hour earlier or one hour later. The lunch period shall consist of thirty (30) minutes unpaid. The Sheriff and the Association Representative shall agree as to what constitutes an emergency

A 48-hour written notice will be issued to the Superior in the event of a work schedule change. In case of emergency, only the Sheriff has the authority to make changes necessary and as soon as possible report the reasons for these changes to the Association in writing.

**G. Rest Periods:** All member of the bargaining unit shall receive two (2) fifteen (15) minute rest breaks during the scheduled tour of duty. Said time may be added to the Superior's lunch break only at such time where exigencies of their performance of duty prevent them from a normal rest period.

**H. Pay Day:** Whenever possible, all pay checks and other disbursement checks or drafts shall be received on Thursday of each pay period, after 3:00 pm.

**I. Shift Differential:** Superiors who work a third shift shall receive sixty-five cents (\$.65) per hour over the hourly rate for the second shift. Superiors who work a first shift shall receive seventy cents (\$.70) per hour over the hourly rate for the second shift.

Any shift Superior who works overtime shall receive shift differentials at the applicable overtime or holiday rate.

**J. Shift Change:** If a Superior Officer is given less than 48 hours written notice of a change in their shift they shall be compensated at a rate of time and one half (1 ½) for the new shift adjustment.

**K. Pay Adjustment:** If a Superior Officer is assigned to the duties that are normally assigned to a Superior of higher rank they will be compensated by being paid a fifteen percent (15%) rank adjustment for those hours/days assigned to those duties. Senior Superior officer's adjustment will be based on the 1.5 % senior step.

**L. Beeper Time:** Superior Officers who, in the sole discretion of the Sheriff, are designated to carry beepers, shall be compensated at fifteen dollars (\$15.00) a day for each day on call regardless of whether or not the Superior is called out. Standby pay shall be eliminated for all those who are in fact assigned to carry beepers except those Superiors placed on standby for reasons other than for which they have been assigned a beeper.

**M. Training:** All new Sergeants will be sent to a Basic Police Supervision course at County expense and on County time. All Lieutenants and Captains are to be given an opportunity to attend an Advanced Police Supervision course at County expense and on County time. In both cases, the newly promoted Superior shall be given the opportunity to attend the first available course offering in conjunction with the Department manpower needs.

**6. DUES - CHECK OFF**

Upon representation to the Employer of a dues check-off card signed by individual employees, the Employer will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization.

Thereafter, the Employer will, not later than the fifteenth (15th) day of the succeeding month, forward a check in the amount of all dues withheld during the preceding month for this purpose to the Association Representative entitled to receive same.

The said Association Representative shall be appointed by resolution of the Association and certified to the Employer by the Association.

**7 REPRESENTATION FEE IN LIEU OF DUES**

A. If an employee covered by this Agreement does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. Prior to the beginning of each membership year, the Union will notify the County in writing of the amount of the regular membership dues charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

C. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the County a list of those employees who have not become members of the Union for the then current membership year. The County will deduct from the salaries of such employees, in accordance with Paragraph (D), the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

D. The County will deduct the representation fee in equal installments, as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

1. -10 days after receipt of the aforesaid list by the County; or
2. -20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position whichever is later.

E. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

F. The Union will notify the County in writing of any changes in the list provided for in Paragraph (C) and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the County received said notice.

G. The Union agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of duties may demand the return of the "pro-rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union.

This Article (Representation Fee in Lieu of Dues) becomes effective upon the execution of this Agreement.

## **7. OVERTIME**

All hours worked in excess of the normal workday or workweek will be paid at the rate of time and one-half (1½).

Overtime will be accumulated in fifteen (15) minute units. When a Superior Officer works any portion of a fifteen (15) minute unit, he will be paid for the entire fifteen (15) minute unit. Conversely, if a Superior Officer reports late for duty a portion of a fifteen (15) minute unit, he will be docked in pay fifteen (15) minutes.

When a Superior Officer is called into work on his off-duty hours, such compensation shall consist of overtime rate with a minimum of four (4) hours.

When a Superior Officer is required to appear in Court, a Departmental Hearing, a New Jersey Department of Personnel Hearing, or any other legal tribunal as a result of an incident arising out of his/her employment with this Department on his/her off-duty hours, whether or not he/she is the defendant, a witness, or the person initiating the action, he/she shall be paid at the overtime rate.

This clause shall not apply to a defendant in a departmental hearing who is not totally absolved of the charges.

All duties normally performed, which will become overtime duties shall be distributed equally and alphabetically from lists maintained by the Sheriff's Department for the Superior Officers covered under the terms of this Agreement. The exception is when such distribution interferes with management's right to assign a qualified Superior Officer to perform a particular duty and emergency situations.

When overtime is refused by a Superior Officer, such overtime shall be offered to the next name on the alphabetical list and the Superior Officer refusing will be considered as having worked overtime. Any Superior Officer may decline, in writing, any period of overtime offered to him without explanation.

When a Superior Officer works an overtime detail on a weekend (12:00 a.m. Saturday to 12:00 a.m. Monday) and is asked to work another overtime detail on the same weekend, he/she will not be charged with an overtime refusal if said Superior Officer elects not to work the second detail.

Whenever overtime is required on a given assignment, said overtime shall be offered first to a Superior Officer already working on that job assignment and then the Superior Officer or Officers will be placed in their respective positions on the list and thereafter personnel will be selected alphabetically from the list.

Overtime will start at the end of each court officers shift and shall be paid at fifteen (15) minute intervals providing the regular shift has been completed at that time. All other sections of the Department will also accumulate overtime on the same basis at the expiration of their shifts.

When a Superior Officer, upon completion of working a full shift, is required to work a full second shift, he/she will be entitled to a paid thirty (30) minute lunch break on the second shift. Overlapping shifts will be considered a full shift.

When a Superior Officer is assigned to hospital detail, he/she will be entitled to receive eight (8) hours pay per full shift worked at the applicable rate.

Superior Officers, when assigned to work through their normal lunch period, will receive premium pay, or a later lunch period.

Stand-by or on-call time is defined as that period of time during which a Superior Officer is waiting for a possible call back to duty. Assignment of stand-by can only be made by the Sheriff or his designee.

Compensation for stand-by time will consist of

- a. Four (4) hours or less - overtime pay for four hours;
- b. More than four (4) hours to eight (8) hours overtime pay for eight (8) hours;
- c. More than eight (8) hours to twelve (12) hours overtime pay for twelve (12) hours;
- d. Any amount of time in excess of twelve (12) hours will be paid as indicated in the above formula, i.e., four (4) hours increments.

The Sheriff or his designee may assign the stand-by Superior Officer to other law enforcement duties during stand-by time.

Employees shall have at least seven (7) hours off between shifts. If not, employees of this bargaining unit shall be compensated at the overtime rate at time and one-half (1½) their regular rate of pay for each hour less than seven (7). This is fifteen (15) minute increments.

## **8. UNIFORMS**

If at any time it is deemed necessary for the Sheriff to add to or alter the present uniform inventory, the Sheriff will provide the additional issue initially. Thereafter, the Superior Officer will maintain the issue.

Sheriff's Officers promoted to recognized rank levels covered under this agreement would receive reimbursement for the initial total purchase cost of rank insignia and name tag. Payment shall be made by the Officer's submitted voucher subject to review and approval by the Sheriff and/or his/her designee.

The Employer agrees to provide one-half ( $\frac{1}{2}$ ) the cost up to two hundred dollars (\$200.00) toward the purchase of a bulletproof vest approved by the I.A.C.P. on a voluntary basis. Proof of purchase must be supplied to the Sheriff. Such a cost as borne by the Employer shall occur only once every five (5) year period.

It is understood and agreed that if any employee does purchase a bulletproof vest, it will be considered a part of the dress code and uniform of the day.

All Superior Officers will be issued raincoats as part of their regular uniform issue

Effective January 1, 2000, Superiors will receive a uniform allowance of five hundred dollars (\$500.00) for each of the contract years covered by this agreement, retroactive to January 1 2000, one thousand five hundred dollars (\$1500.00) paid in the pay period covering June 1, 2002. (As requested by the Board of Chosen Freeholders to reopen the uniform allowance)

For the year 2003 and 2004 of this agreement the uniform allowance payment shall coincide with the Final regular pay in the month of December.

Furthermore for a superior officer to receive the full five hundred ( \$500.00 ) uniform allowance benefit of this program without taxes being deducted, the Officer will be required to submit the necessary expense and related documentation to the County by December 1, 2003 and 2004 to include original invoices as proof of the type and amount of charges along with a signed County miscellaneous voucher.



**9. Equipment**

- A. The standard on duty weapon shall be a .45 caliber Semi-Automatic Pistol.
- B. The employer agrees to provide the following equipment to all Superiors covered by this agreement:
  - 1. Walkie-talkie radio with charger
- C. All of the items set forth within this section shall be provided without charge to those employees who are covered by this Agreement
- D. Qualifications and Standards: At least twice per year in compliance with the New Jersey State Attorney General Standard Guidelines, all Superiors covered by this Agreement must qualify to use the weapons that they have been empowered to carry.
  - 1. The Sheriff shall make provisions to have the employees qualify to use the authorized weapon at an approved firing range that shall be located within the boundaries of the County of Middlesex.
  - 2. The Superior shall qualify to use the weapons described herein during the course of the employee's normal work day and shall not suffer loss of pay or any other benefit covered within this Agreement.
- E. Off-Duty Weapons: It is agreed to and understood that Superior Officers will be permitted to carry non-issue weapons of any caliber when off-duty provided the Superior Officer has qualified with the weapon, and if the Superior Officer qualifies when he/she qualifies with her/his service weapon and if the Superior Officer provides the ammunition needed to qualify with the non-issue weapons.
  - 1. The Superior Officer can qualify at other times on the Superior's own time so long as there is no cost to the County.
- G. The carrying of weapons both on and off-duty shall be governed by N.J.S.A. 2C: 39-6.

## **10. PERSONNEL FILE**

Employees shall have the right to inspect and review their own personnel file on reasonable notice and at reasonable times upon written request. The employee shall have the right to define, explain or object in writing to anything found in his/her personnel file. Said writing shall be come part of the employee's personnel file.

In this Agreement, there will not be anything to prevent the employee from requesting the expunging of any documents or portion of documents in his/her personnel file. This request shall be come a part of the employee's personnel file. Any written denial of this request will be included in the employee's personnel file by the appointing authority.

A designated Representative of the Association may be present when requested by the Officer concerned. The Sheriff agrees to provide a copy to the Officer of any material placed in his/her personnel file.

It is understood that the files maintained by the County Personnel Director are the official personnel files for all Officers.

No documents shall be entered in a Sheriff's Officer's personnel file that fall within the following categories:

- a. Any accusation that does not result in a hearing and finding of guilty;
- b. Departmental investigations and/or hearings that do not result in a finding of guilty;
- c. Departmental hearings that result in a finding of guilty but are overturned by the New Jersey State Department of Personnel appeal or judicial review;
- d. Any other adverse action against a Sheriff's Officer that is overturned by the New Jersey State Department of Personnel appeal, PERC ruling, or Judicial review;
- e. Any adverse action against a Sheriff's Officer, which is processed through the grievance procedure where such grievance is upheld;
- f. Any letter, statement, report, or other document that implies a wrong doing or inefficiency is not substantiated by a hearing and finding of guilty except in cases of written reprimands;

- g. The Sheriff retains his right to maintain all documents that fall within the above categories in cases pending final disposition and/or appeal.

All personnel file entries concerning written reprimands will be removed from the Officer's personnel file twelve (12) months from the date of entry provided no other similar reprimand follows within said twelve (12) month period.

Nothing shall be entered in any Sheriff's Officer's personnel file, for any reason whatsoever, unless the Officer receives a copy of that document.

## **11. MEDICAL BENEFITS**

### **A. VISION CARE**

The County shall reimburse costs of vision care for its employees who have been continuously employed for more than sixty (60) days to the extent set forth below. The vision care allowance shall be limited to one reimbursement every two (2) year period from the date of the last purchase period. This benefit shall not be cumulative.

Eye Examination	\$50.00
Lenses and Frames	\$90.00
Maximum	\$140.00

Employee submits a receipted invoice with name, date examined, type of lenses and amount of charges with a signed voucher to Personnel Department

### **B. DENTAL COVERAGE**

The County shall provide an appropriate dental care plan whose benefits and provisions shall be the substantial equivalent of the dental care plan in place for employees as of December 31,1998. In the event the County wishes to alter, amend or replace the current dental care plan it shall give thirty days notice to the Union representative of such proposed change and make available to such representative a full schedule of benefits and costs of the proposed program. In the event of objection to such County action the parties shall enter into good faith negotiations regarding the adoption of any new dental plan with due regard for competitive availability of equivalent plans, relative costs and benefits and ease of administration of benefits.

1. Employee contributions to premiums for the approved dental care plan shall continue at the same level and frequency as provided for in the collective bargaining contract in effect on December 31,1998. Any annual increase in said contributions shall not exceed 14.99% of previous annual premium.

2. The County is not and shall not be required to provide Dental Expense Coverage to current or future retirees unless otherwise agreed to by a collective bargaining agreement.

## **C. HEALTH AND HOSPITALIZATION INSURANCE**

### **1. Eligibility**

All County employees on the County payroll for not less than sixty (60) days or on July 1, 1999 whichever shall be later, and their eligible dependents shall be eligible to enroll in any of the County offered medical insurance plans subject only to the provisions and limitations specifically set out in this contract. Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Personnel Department acknowledging the offered programs and their selection of a specific plan.

### **2. Level of Benefits**

The County, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependants on the payroll as of the date of the execution of this contract the (3) HMO options, as available on January 1, 1999 equivalent to the pre-existing plans, a POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents that are currently enrolled in the Traditional Indemnity Plan as of the execution of this contract shall be permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan they shall not be permitted subsequently to re-enter the Traditional Indemnity plan at a later date. Employees and their eligible dependents currently enrolled in any other medical care plan may not subsequently enroll in the Traditional Indemnity Plan. In the event the County desires to re-enter the State Health Benefits Plan (SHBP) of New Jersey it must provide thirty (30) days notice to the Union and enter into negotiations regarding the applications of this contract.

### **3. Employee Contribution to Premium Costs**

a. All eligible County employees on the payroll or on authorized leave as of the date of the execution of this contract shall continue to receive medical insurance benefits at full cost to the County without contribution of payment by the employee for as long as they are

continuously so employed. Employees who separate from County service other than through approved or contractual leave, forfeit such entitlement should they, at some later date, re-enter County service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new County service shall be consecutive and without actual interruption of service.

b. Employees who enter County service or become eligible for medical insurance coverage after the execution of this contract shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in C.2 above except new hires may not enroll in the Traditional Indemnity Coverage plan which shall not be offered to new employees.

c. New employees, as defined above, whose annual base salary is \$25,000 or less shall not be required to contribute to premium payment for health insurance coverage.

d. New employees, as defined above, earning an annual base salary in excess of \$25,000 shall be required to contribute towards premiums paid on their behalf upon the following schedule during the term of this contract. The only exception shall be in a case where an employee's raise or promotion moves them beyond \$25,000 but less than the amount of the required premium contribution in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

<u>Salary Level</u>	<u>% of Costs of selected Plan</u>	<u>Annual Ceiling of Contribution</u>
\$25,001-\$30,000	25%	\$400
\$30,001-\$35,000	35%	\$650
\$35,001-\$40,000	45%	\$900
\$40,001-\$45,000	55%	\$1250
\$45,001-\$50,000	65%	\$1500
\$50,000	75%	\$1750

e. The costs of premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the County on an annual basis with notice to each affected employee with the first paycheck of each calendar year. Such contributions shall be based on rated costs provided by the plan administration. Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each

calendar year. The County may not increase or alter an employee's required contribution at any other time.

**4. Prescription Coverage**

The County shall continue its 1998 level of prescription coverage for all present and future employees for the term of this contract. Eligible employees and their dependents shall not be required to make co-payment for generic drugs prescribed by duly licensed physician. Eligible employees and their dependents that desire to require brand name prescription drugs shall be required to make a co-payment of three dollars (\$3.00).

**5. Retirement Benefits**

a. Retired County employees and qualified dependents shall continue all benefits due them under the terms of the contract in force as of December 31, 1998 including prescription coverage as herein defined. Retired County employees may not have their benefits reduced or costs increased except upon some act of the Legislature of New Jersey the Congress of the United States or an order of a Court or competent jurisdiction.

b. The County shall continue to provide fully paid medical benefits to employees who honorably retire after twenty-five (25) years of credited public service as described by state statutes and criteria of the New Jersey Department of Personnel; and employees who qualify for and are approved by the New Jersey Dept. of Personnel for receipt of disability retirement benefits.

c. Retired employees as described in paragraph 2 above shall be entitled to the same level of prescription benefits as active employees. Retired employees shall not be entitled to dental benefits unless so offered by the County at some later date at the County's discretion and terms.

**6. Administration**

In the event a third party administrator fails to pay any appropriate and fully completed claim for a covered service within sixty (60) days the effected employee may apply to the County to pay such claim upon adequate submission of supporting documentation. When the County deems such claim properly completed it shall make payment therein within an additional thirty (30) days. As part of such application the County may require the execution of binding assignment or

subrogation agreement from the employee to the extent of payments made on the employees behalf.

**12. LONGEVITY**

In accordance with the longevity resolution as amended by the Board of Chosen Freeholders, all eligible employees are entitled to receive longevity based upon their base salaries (maximum bases \$30,000) as of December 31 of the previous calendar year starting with the completion of the 8th year of service as follows:

9 through 15 years of service = 2%

16 through 20 years of service = 5%

21 through 25 years of service = 7%



### **13. HOLIDAYS**

The present holiday schedule in effect is to be adhered to and also to be observed are any other holidays declared by legally constituted authorities of the County, State and Federal Government, provided said Holiday has been recognized by the Board of Freeholders,

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday following Thanksgiving Day
14. Christmas Day

If a holiday falls during an employee's vacation or bereavement time, he/she shall be granted an additional day off with pay.

Paid holidays occurring during a period of sick leave shall be not charged to sick leave.

Employees ordered and/or scheduled to work by the Sheriff or his designee on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid their regular day's pay plus an additional rate of double time pay for the hours worked.

Employees ordered and/or scheduled to work by the Sheriff or his designee on all other County holidays shall be paid at the rate of time and one-half (1½) in addition to their regular day's pay for the hours worked.

No vacation leave or personal days shall be granted without the express approval of an employee's department head immediately before or after any holiday period.

All work performed on a holiday shall be compensation at a rate equal to two and one-half (2½) times the rate of pay which would apply on a normal work day. The seven and one-half (7½) hours regular day's pay shall always count toward the two and one-half (2½) times rate of pay. Specific examples are as follows:

1. Employee scheduled to work seven and one-half (7½) hours:

7½ hours (regular pay @ straight time)	=	7½ hours
7½ hours @ 1½x	=	11¼ hours
TOTAL PAY	=	18¾ hours

2. Employee scheduled to work seven and one-half (7½) hours on a holiday that works 15 hours:

7½ hours @ straight time pay	=	7½ hours
7½ hours @ 1½x	=	11¼ hours
7½ hours @ 2½x	=	18¾ hours
TOTAL PAY	=	37½ hours

3. Employee not scheduled to work because of a holiday that is called in to work 2 hours:

7½ hours @ straight time pay	=	7½ hours
4 hours (minimum call-back) @ 1½x	=	6 hours
TOTAL PAY	=	13½ hours

4. Employee not scheduled to work because of a holiday that is called in to work 10 hours:

7½ hours @ straight time pay	=	7½ hours
7½ hours @ 1½x	=	11¼ hours
2 hours @ 2½x	=	5 hours
TOTAL PAY	=	23¾ hours

#### **14. PERSONAL DAYS**

In addition all employees shall have four (4) personal holidays to be used for any purpose whatsoever. Personal holidays may be taken on separate days or consecutively; however, the employee should, whenever possible, give the Employer one (1) day notice for each personal holiday to be taken. Severance pay shall be calculated considering personal holidays on the basis of one (1) accrued personal holiday per third month of employment completed in the year said employment is terminated. Personal holidays may not be accumulated annually.

#### **15. BEREAVEMENT**

A. All employees shall be eligible to receive a maximum of five (5) working days leave with full pay in the event of the death of his/her spouse or child.

B. All employees shall be eligible to receive a maximum of four (4) working days leave with full pay in the event of the death of his/her parent.

C. All employees shall be eligible to receive a maximum of three (3) working days leave with full pay in the event of the death of his/her current son-in-law, current daughter, daughter-in-law, current mother-in-law, current father-in-law, brother, current brother-in-law, sister, current sister-in-law, grandparent, grandchildren, aunts, uncles, or other relative living in the immediate household, such leave being separate and distinct from any other leave time.

D. All employees eligible to receive a reasonable amount of time off with full pay for the purpose of travel time if the funeral is out of state. Such time off is subject to the prior approval of the Sheriff, such leave being separate and distinct from any other leave time.

E. It is understood and agreed that this Bereavement Leave will be communicated to the department head by the employee and said employee shall be granted three (3), four (4) or five (5) days leave of absence (as stated above) consisting of three (3), four (4) or five (5) working days next following the day of death. The employee will be compensated for time lost during said period from his/her regularly scheduled work, not to exceed three (3), four (4) or five (5) days of bereavement leave where it applies.

F. The time of Bereavement Leave will be granted to be taken within a ten (10) day period at the discretion of the employee with a prior notification to his/her Department Head.

It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the designated days once the option is taken.

## 16. VACATIONS

All employees shall be granted vacation leave based upon the following schedule from the date they are hired:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service.
One to five years	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty-first or more	Twenty-five working days during each year of service.

It is understood that when reference is made to "six to nine years, etc.," six means the start of the sixth year, etc.

Vacation time accumulation will be based on the New Jersey State Department of Personnel Ruling now in effect.

**17. SICK LEAVE**

A new employee shall earn sick leave at a rate of one and one-quarter (1 ¼) days per month on a month-to-month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

Sick leave shall accumulate year-to-year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

All other proper and authorized leaves as provided in the rules of the New Jersey Department of Personnel shall be recognized and constitute a part of this Agreement.

Days lost to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation, which has been approved by the appropriate County authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave.

During the time the Personnel Office is determining whether the injury leave or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave with pay is granted the sick leave used by the employee will be recredited to the employee and the sick leave injury will be retroactive to the date which is determined by the effective day of the Freeholder Resolution adopting same.

Furthermore, all of the requirements of N.J.S.A. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex.

Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

**18. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT**

An employee covered under the terms of this Agreement shall be entitled upon retirement to receive a lump-sum payment, as supplemental compensation, one-half (1/2) payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$15,000.00) which is credited to him on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

**19. ADHERENCE TO NEW JERSEY DEPARTMENT OF PERSONNEL RULES**

The Employer and the Association understand and agree that all rules promulgated by the New Jersey State Department of Personnel concerning any matter whatever not specifically covered in this Agreement shall be binding upon both.

## **20. GRIEVANCE PROCEDURE**

1. The purpose of the grievance procedure shall be to settle all grievances between the Sheriff and the Association as quickly as possible so as to insure efficiency and promote employee's morale.

2. A grievance is defined as any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as any action or non-action taken towards him which violates any right arising out of this employment.

3. All grievances shall be processed as follows:

A. They shall be discussed with the employee(s) involved and the Association Representative with the immediate Superior, designated by the Sheriff. The answer shall be made within three (3) days by such immediate Superior to the local.

B. If the grievances are not settled through Step 1, the same shall be reduced to writing by the Association employee(s) and submitted to the Sheriff or any person designated by him, and the answer to such grievance shall be made in writing with a copy to the local within five (5) days of their suspension.

C. If the grievances are not settled by Steps 1 and 2, then the local shall have the right to submit such grievances to the Personnel Director. A written answer to said grievance shall be served upon the local within five (5) calendar days after submission.

4. If the grievances are not settled by Steps 1, 2 and 3, then the Association within ten (10) working days after a written decision (Step 3) shall have the right to submit only such grievances which are claimed violations, misinterpretations, or misapplication of the term of this Agreement and the referenced policies directly affecting them (the Association) to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The Arbitrator appointed shall have full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the Arbitrator and his expense shall be borne equally by both parties unless otherwise noted.

5. Nothing herein shall prevent any employee (Officer) from processing his own grievance providing the local Representative is aware of the grievance.

6. The Superior Officer Representative shall have the right and the authority to appear with any member of this bargaining unit who has filed a grievance throughout any stage of the grievance procedure or hearings of any nature.

7. The Association President, his designated Representative and the grievant, shall not suffer loss of any benefits under this Agreement while participating in any stage of the grievance procedure.

8. Any employee covered by this Agreement who has been summoned by the Office of the Sheriff shall have the right to have his Superior Officer Representative present. The term "Office of the Sheriff" shall include the following individuals: the Sheriff, the Undersheriff, Department Heads, or any individual appointed or designated by the Sheriff to possess supervisory or managerial functions.

9. The duly elected Superior Officer Representative shall be excused from their normal duty assignments to process grievances.

10. Grievances must be initially filed within thirty (30) days of the incident, or the employees' knowledge of such incident. Any retroactive settlement will be made as of the date of filing of the grievance.

11. On all hearings the Superior Officer Representative or his designee plus the employee will be present. The Employer does not have the right to hold a meeting or a hearing without the presence of the Superior Officer Representative or his designee.



## **21. EMPLOYEE RIGHTS**

A. It is agreed it shall be the sole right of the Sheriff of the County of Middlesex to re-assign Superiors between units of the Department, provided that such re-assignments are in accordance with the recognized new Jersey State Department of Personnel procedures. In furtherance thereof, when a re-assignment is interpreted to mean a change in work, hours off, or days off, the Superior affected shall be notified in writing no less than five (5) working days prior to the re-assignment in order to enable the Superior to arrange for an orderly change. This section shall not apply in cases of extreme emergency. Extreme emergency is defined as a written declaration of said condition by the Sheriff of Middlesex County.

B. It is agreed that a Superior Officer shall have the right to submit in writing to the Sheriff a request for re-assignment between units. The Superior Officer shall cite the reasons or conditions to justify the request for re-assignment. Upon written request to the Association from the Superior Officer who has been denied re-assignment, the Association Representative shall meet with the Sheriff, who will advise the reason for the denial, within two (2) weeks.

## **22. EXTRADITION**

Any member of this bargaining unit who is assigned to extradition duty shall be reimbursed for lodging expenses and travel expenses. It is understood that the employee will submit the required receipts containing the details of all claimed expenses.

Further, with regards to any meal allowance it is understood that a pro-rata per diem reimbursement will be made as follows:

- |    |   |   |         |
|----|---|---|---------|
| 1. | Four (4) hours or less - or one (1) meal        | - | \$25.00 |
| 2. | Four (4) to six (6) hours - or two (2) meals    | - | \$30.00 |
| 3. | Six (6) to eight (8) hours - or three (3) meals | - | \$40.00 |

## **23. FALSE ARREST INSURANCE**

The Employer shall continue to provide false arrest insurance at the same levels as previously provided. It is understood that the Employer may choose to provide the insurance in any form at its discretion including self-insurance.

7. In cases other than departmental investigation, if a member of the force is under arrest or if he is the suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

In the event any Officer shall be suspended, regardless of the duration of such suspension, he shall be entitled upon request to a hearing as soon as possible after the suspension by the Sheriff or his designee. The Officer shall be entitled to legal representation through said hearing.

**27. SEPARABILITY AND SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other unit or tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall remain in full force and effect.

The Employer and the P.B.A. shall renegotiate a replacement provision that shall supersede the invalid provision. Said renegotiation shall commence no later than fifteen (15) days following the termination of the invalid provision.

Savings Clause: It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become part of this Agreement.

It is understood and agreed that all common policy fringe benefits emanating from a County policy pursuant to a Board of Chosen Freeholders decision, will accrue to the employees of the Association over and above current contract.

Emanating Policy

It is mutually further understood and agreed that any emanating County policy will become part of this Agreement.

**28. MANAGEMENT RIGHTS**

All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer only to such limitations as are specifically provided in this Agreement.

**29. NO STRIKE, NO LOCKOUT**

Neither the Union nor the Employer or employee shall instigate, sponsor, promote, engage in or condone any strike, concerted work stoppage, lock-out or any other intentional interruption of work. (In accordance with New Jersey Statutes Annotated, the Constitution of the State of New Jersey, Article 1, Paragraph 19).

**30. MILITARY LEAVE**

Military leave will be governed by N.J.A.C. 4A:6-1.11 and N.J.S.A. 38:23-1.1.

**31. TUITION AID**

The Employer agrees to maintain its assistance for employees attending institutions of higher learning in accord with the policies and procedures established for the Middlesex County Tuition Aid Program, subject to the availability of existing funds.

**32. OCCUPATION FUNCTIONS**

It is agreed that a Superior Officer will not be required to perform any duties that are not specifically defined in N.J.S.A. 40A:9-117.6 for all levels of Sheriff's Officers. All other personnel will not perform the duties normally assigned to Superior Officers except in emergency situations or unforeseen circumstances where a Superior Officer cannot be contacted and is not available.

**33. EMERGENCY DEFINITION**

"Emergency" means any situation which jeopardizes the public health, safety and welfare, as defined by State law or ordinance; and requires alteration of scheduled work hours, shifts, and/or personnel assignments or any unforeseen circumstances.

#### DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2000 until December 31, 2004.

Any economic terms and conditions in this Agreement that have been negotiated for the contractual year 2000 shall be retroactive January 1, 2000; for 2001 shall be retroactive to January 1, 2001; and for 2002 shall be retroactive to January 1, 2002; and for 2003 shall be retroactive to January 1, 2003, and for 2004 shall be retroactive to January 1, 2004.

This Agreement may be reopened for the year 2005 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one-hundred twenty (120) days prior to December 31, 2004.

All provisions of this Agreement shall remain in full force and effect until a successor collective bargaining Agreement is negotiated.

COUNTY OF MIDDLESEX

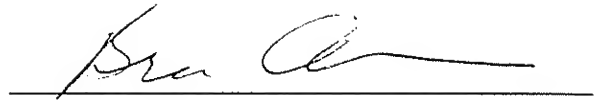
By it's Board of Chosen Freeholders

Attest:



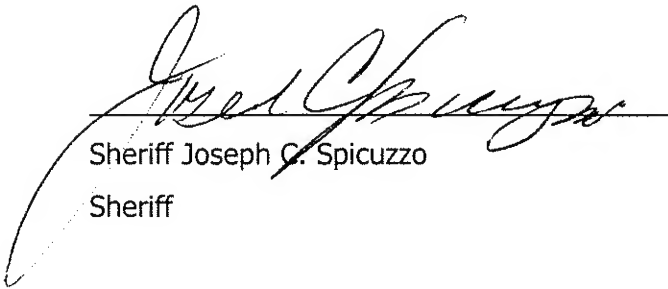
Association Representative

Sheriffs Superior Officers Association



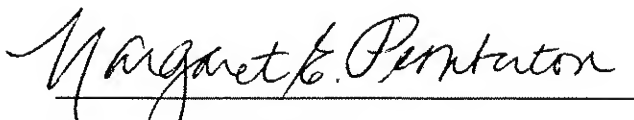
Association Representative

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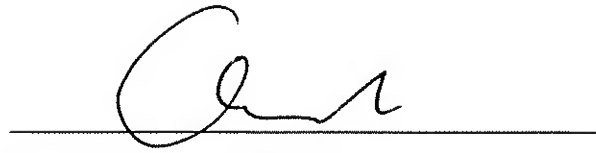
Sheriff Joseph C. Spicuzzo

Sheriff



Margaret E. Pemberton

Clerk of the Board



David B. Crabel, Director

Board of Chosen Freeholders

APPROVED AS TO FORM AND LEGALITY:



ERIC M. ARONOWITZ, ESQ.  
FIRST DEPUTY COUNTY COUNSEL

# APPENDIX "A"

	2000 3.50%	2001 3.75%	2002 4.75%	2003 4.75%	2004 4.75%
Sergeant					
senior pay	\$64,497.00	\$66,916.00	\$70,094.00	\$73,424.00	\$76,912.00
	\$65,465.00	\$67,920.00	\$71,146.00	\$74,525.00	\$78,065.00
Lieutenant					
senior pay	\$74,172.00	\$76,954.00	\$80,609.00	\$84,438.00	\$88,449.00
	\$75,285.00	\$78,108.00	\$81,818.00	\$85,704.00	\$89,775.00
Captain					
senior pay	\$85,298.00	\$88,497.00	\$92,701.00	\$97,104.00	\$101,716.00
	\$86,578.00	\$89,825.00	\$94,091.00	\$98,561.00	\$103,242.00
Director of Narcotics					
senior pay	\$85,298.00	\$88,497.00	\$92,701.00	\$97,104.00	\$101,716.00
	\$86,578.00	\$89,825.00	\$94,091.00	\$98,561.00	\$103,242.00
Chief Warrant Officer					
senior pay	\$87,188.00	\$90,458.00	\$94,754.00	\$99,255.00	\$103,970.00
	\$88,496.00	\$91,814.00	\$96,176.00	\$100,744.00	\$105,529.00
Chief Sheriffs Officer					
senior pay	\$89,078.00	\$92,418.00	\$96,808.00	\$101,406.00	\$106,223.00
	\$90,414.00	\$93,804.00	\$98,260.00	\$102,927.00	\$107,816.00

